



County of Los Angeles
CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

May 6, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS:
LOS ANGELES RIVER**

**PARCELS 364, 365, 368, 369, 370, 372, 377, 478, 479, 480, 482, AND 489
USE AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT AND THE CITY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 3)
3 VOTES**

SUBJECT

This action is to allow the Los Angeles County Flood Control District to enter into a Use Agreement with the City of Los Angeles for the use of a portion of the Los Angeles River to construct greenway-related improvements in the communities of Canoga Park and Winnetka in the City of Los Angeles.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find this transaction categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that the proposed 25-year Use Agreement between the Los Angeles County Flood Control District and the City of Los Angeles will not interfere with the use of the Los Angeles River for any purposes of the Los Angeles County Flood Control District.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

3. Instruct the Chair to sign the Use Agreement and authorize delivery to the City of Los Angeles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to allow the Los Angeles County Flood Control District (LACFCD) to enter into a Use Agreement (Agreement) with the City of Los Angeles (City) for the use of a portion of Los Angeles River, Parcels 364, 365, 368, 369, 370, 372, 377, 478, 479, 480, 482, and 489 to construct recreation-related improvements referred to as the Mason/Vanalden Greenway. This action will allow for the dual use of flood control right of way without interfering with flood control purposes.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Community Services (Goal No. 6). The improvements will improve and enhance the aesthetics and recreational opportunities in the area, thereby improving the quality of life for the residents of the County.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

There will be no monetary consideration paid for the Agreement since the use of the LACFCD properties is for recreational purposes. The Los Angeles County Flood Control Act provides for LACFCD property to be used for these purposes as long as the public recreational purposes are compatible with the LACFCD purposes of flood control, water quality, and water conservation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Parcels 364, et al., are located along the south bank of the Los Angeles River located east of Mason Avenue and extending easterly to Vanalden Avenue, in the communities of Canoga Park and Winnetka, City of Los Angeles.

The Agreement is for 25 years. The construction of the proposed recreation-related improvements along LACFCD's property is part of the ongoing development of the Los Angeles River Revitalization Master Plan by the City.

Section 2, paragraph 5, of the Los Angeles County Flood Control Act provides that the "...improvement of existing facilities may involve landscaping and other aesthetic treatment in order that the facility will be compatible with existing or planned development in the area of the improvement." Section 2, paragraph 14, of the Los Angeles County Flood Control Act authorizes the LACFCD "To provide, by agreement with other public agencies... for the recreational use of the lands, facilities, and works of such district, which shall not interfere or be inconsistent with the primary use and purposes of such lands, facilities, and works by such district."

The Agreement has been reviewed and approved by County Counsel as to form.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). The project is with the class of projects which have been determined not to have a significant effect on the environment in that they meet the criteria specified in Sections 15301(a) and 15302(c) of the State CEQA Guidelines and Classes 1(d) and 2(a) of the California Environmental Document Reporting Procedures and Guidelines, Appendix G.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action allows for the use and enjoyment of the LACFCD right of way by the public without interfering with the primary mission of the LACFCD.

The Honorable Board of Supervisors
May 6, 2008
Page 4

CONCLUSION

Please return one adopted copy of this letter and two executed original Agreements to the Department of Public Works, Mapping & Property Management Division. Retain one original Use Agreement for your files.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DDE
PAP:mr

Attachment

c: Auditor-Controller (Accounting Division - Asset Management)
County Counsel
Department of Public Works (Fiscal)

ORIGINAL

AGREEMENT NO. 76548
LOS ANGELES RIVER PARCEL 364
FILED WITH PARCELS 365, 368, 369, 370, 372, 377,
478, 479, 480, 482, AND 489
MASON AVENUE TO VANALDEN AVENUE
THOMAS GUIDE NO. 530-D6/G6
THIRD DISTRICT

USE AGREEMENT

This Agreement, entered into on MAY 6 2008, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter referred to as DISTRICT)

and

CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as USER),

WITNESSETH

WHEREAS, the DISTRICT owns a fee title for that portion along the south bank of the Los Angeles River located east of Mason Avenue and extending easterly to Vanalden Avenue, in the communities of Canoga Park and Winnetka, City of Los Angeles, State of California; and

WHEREAS, the USER desires to construct certain recreation related improvements , along the District's fee property within limits as indicated above, as part of the Los Angeles River Revitalization Master Plan and the Los Angeles River Master Plan (adopted by the County in June, 1996). These improvements that are approved and permitted by the DISTRICT as provided herein may include, among other things, a bicycle and pedestrian trail, creation of roadway bridge underpasses, landscaping, benches, signs, drinking fountains, utilities, etc. (hereinafter referred to as the Canoga Park Greenway, Mason Avenue to Vanalden Avenue or the "MASON/VANALDEN GREENWAY").

76548

WHEREAS, the DISTRICT, while performing the primary function of flood control, watershed management, and water conservation, is willing to cooperate where feasible with the USER, in the USER's development of the MASON/VANALDEN GREENWAY along the south bank of the Los Angeles River, east of Mason Avenue and extending easterly to Vanalden Avenue, in the City of Los Angeles, as more particularly as shown on Exhibit A, attached hereto, and made a part hereof hereunder referred to as PREMISES (as used herein the term PREMISES does not include or apply to the sloped lining or wall of, or the area within, the flood control channel but shall include, if installed by USER, any fence or railing located on top of the sloped channel lining or wall); and

WHEREAS, the DISTRICT and the USER desire to enter into this Use Agreement to establish the construction, operation, maintenance, and financial obligations of each party in regard to USER's use of PREMISES for the MASON/VANALDEN GREENWAY.

NOW, THEREFORE, in consideration of the promises and faithful performance by USER and DISTRICT of mutual covenants herein contained, for the period of time herein set forth, the DISTRICT and USER hereto mutually agree as follows:

SECTION I

USER AGREES:

1. To bear all costs to prepare plans and specifications and to construct the MASON/VANALDEN GREENWAY, and all other costs of any nature whatsoever which are necessary for the USER's use of the PREMISES.
2. To obtain approval of the plans and specification for construction of the MASON/VANALDEN GREENWAY in the form of a no-fee permit from DISTRICT's Construction Division, Subdivision and Permits Unit, prior to any construction. USER shall also secure DISTRICT's prior approval as set forth herein, and revise the permit for any changes made to the approved plans and specifications.
3. To bear all costs for the installation, operation, and maintenance of the MASON/VANALDEN GREENWAY including but not limited to landscaping and its irrigation system constructed or placed on the PREMISES by USER made pursuant to this Use Agreement.
4. To provide DISTRICT with approved As-Built plans.
5. To be responsible for operating and maintaining the PREMISES and MASON/VANALDEN GREENWAY and not permit trash or rubbish to accumulate, nor to commit, suffer, or permit any waste on the PREMISES or to operate the PREMISES in violation of laws or ordinances. USER shall maintain and clean the PREMISES at a level of service not less than provided at adjacent locations in the area.
6. To remove graffiti from the PREMISES and, provided that USER has the legal right to do so, from any walk, fences and signs adjacent to the PREMISES.
7. If property of DISTRICT is damaged by USER or any person entering the PREMISES with the consent of the USER, either expressed or implied, USER shall replace or repair the damaged property within a reasonable time to the satisfaction of the DISTRICT or compensate the DISTRICT for the damage within ninety (90) days of billing.
8. The MASON/VANALDEN GREENWAY installed by USER will be subject to removal by USER at DISTRICT's request, and cost for removal, and restoration of PREMISES shall be borne by USER.

9. To close all gates providing public access to the PREMISES in the event USER abandons its operation and maintenance of the PREMISES, or when the weather forecast for the next 24-hour period is for 1 inch of rain or more.
10. Without limiting USER's indemnification of the DISTRICT. All parties acknowledge that the USER is self-insured for General Liability and Worker's Compensation. As minimum, USER shall maintain coverage in the amounts equivalent to the following commercial insurance coverage:
 - Coverage for general liability and property damage with a combined single limit liability in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000), per occurrence.
 - Worker's Compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the DISTRICT and USER against any loss, claim or damage arising from any injuries or occupation diseases occurring to any worker employed by or any person retained by USER in the course of carrying out the work or services contemplated in this Agreement.
 - In the event USER procures commercial insurance policies for this PREMISES, the County of Los Angeles and Los Angeles County Flood Control District, its governing board, officers, agents, contractors, and employees shall be named as Additional Insured on all policies of liability insurance. In the event such commercial insurance policy is obtained, USER shall furnish DISTRICT a Certificate of Insurance evidencing USER's insurance coverage no later than ten (10) working days after execution of this Agreement, but before USER takes possession of the Premises. Upon renewal of said policy USER shall furnish to DISTRICT a Certificate evidencing USER's continued insurance coverage herein.
 - Alternatively, USER may elect to provide, a Certificate of Self-Insurance. The limits of such self-insurance coverage shall meet or exceed those stated herein.

SECTION II

DISTRICT AGREES:

1. To review plans and specifications for the MASON/VANALDEN GREENWAY, and notify USER of its approval.
2. To grant USER permission to use DISTRICT's right of way for purposes stated herein.

3. To inspect the PREMISES for compliance with approved plans and specifications.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. USER and DISTRICT shall have no financial obligation to each other under this Use Agreement, except as herein expressly provided.
2. Use of the PREMISES shall be subordinate to the basic flood control, watershed management and water conservation purpose of the area as determined by the DISTRICT's Chief Engineer and shall in no way conflict with this purpose. The DISTRICT reserves the right to terminate this Use Agreement, by giving USER thirty (30) days written notice, should, in its opinion, there develop a substantial incompatibility between the USER's permitted use herein of PREMISES and DISTRICT's current or future use of PREMISES for flood control, watershed management, water conservation, utility, or transportation purposes, arising from any cause whatsoever. It is further understood and agreed that DISTRICT may enter onto the PREMISES and/or temporarily suspend this Use Agreement for flood control, watershed management and water conservation purposes, without notice to USER, in order to allow the performance by DISTRICT, its officers, agents, invitees, and employees of emergency services work necessary to protect life, property, or the PREMISES from impending fire, fire damage, earthquake damage, flood damage, road damage, or any other condition the DISTRICT determines to be an emergency. In such cases of emergencies, as the DISTRICT will solely determine, the PREMISES could be subject to temporary closure.
3. Indemnification.
 - (a) Except to the extent caused by DISTRICT's negligence, USER agrees to indemnify, defend, and hold harmless DISTRICT, its governing board, officers, employees, engineers, contractors, and agents against any claims, demands, liabilities, damages, costs, and expenses of any nature whatsoever, arising from or in connection with (1) the use, construction, reconstruction, maintenance, operation, or removal by USER of any improvements constructed or maintained by USER on, above or under the PREMISES (including the use of MASON/VANALDEN GREENWAY by third parties) or (2) breach of any of USER's obligations under this Agreement. For purposes of this Section 3, DISTRICT shall mean the Los Angeles County Flood Control District, the County of Los Angeles and their governing boards, officers, agents and employees, and USER shall mean the City of Los Angeles and its governing boards, officers, agents and employees.
 - (b) Except to the extent caused by DISTRICT's negligence, DISTRICT shall not be liable for any loss occurring due to the operation of the PREMISES by USER; for injury, loss, death to any person whomsoever, including third parties, any

damage or destruction to the PREMISES, at any time, occasioned by or arising out of, indirectly, solely, or contributory by: (1) any act, activity or omission of USER or anyone holding under USER; (2) the occupancy or use of the PREMISES or any part thereof, by or under USER; and/or (3) any state or condition of the PREMISES caused by or relating to MASON/VANALDEN GREENWAY thereon or any part thereof.

(c) Except to the extent attributable to the concurrent negligence, or misconduct of USER, DISTRICT agrees to indemnify, defend and hold harmless USER, its governing council, officers, employees, engineers, contractors, and agents against the claims of any third parties for any damage, destruction, personal injury or death, attributable to the negligence or misconduct of the DISTRICT.

(d) Each party agrees to include the other within the protection of any indemnification clause contained in any contract relating to the PREMISES.

4. USER waives all rights to damages and releases DISTRICT of all liability for any loss, cost or expense USER may sustain as a result of damage to or destruction of the MASON/VANALDEN GREENWAY caused by DISTRICT's flood control, watershed management or water conservation facilities and operations.
5. DISTRICT, its Board, any authorized officer, engineer, employee, contractor, through its agents or representatives, shall have full right and authority to enter in and upon the PREMISES at any and all reasonable times during the term of this Use Agreement, all without interference or hindrance by USER, its agents, officers, contractors, employees or representatives for the purpose of inspecting the same and to serve or post any notice required or permitted by law for the protection of any right or interest of the DISTRICT.
6. Except as to fuels, lubricants and products associated with motorized vehicles and/or equipment and/or gardening or maintenance-related substances, USER shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about the PREMISES without the prior written consent of the DISTRICT. In the event of spillage, leakage or escape of any hazardous substance onto the PREMISES, USER shall immediately notify DISTRICT by calling (800) 675-4357. If the spillage, leakage or escape was caused by USER, USER shall promptly remove any such substance from the PREMISES to the DISTRICT's satisfaction. In addition to removing any of USER'S HAZARDOUS substances, USER shall be liable for and reimburse DISTRICT for any and all cost and expenses that DISTRICT may incur or suffer. Such responsibility shall include cost or expenses as DISTRICT may incur by reason of Federal, State, local or other authoritative agency's laws and regulations. Notwithstanding the foregoing, USER shall have no responsibility regarding any spill, leak or escape associated with any of DISTRICT's tenants, licensees or easement holders.

7. USER shall be the lead agency and will provide the necessary environmental clearances and any other permits as required by law.
8. The term of this Use Agreement shall be for twenty-five (25) years, (Initial Term), subject to the DISTRICT's right to terminate as provided for in paragraph 2 above.
9. USER shall have the right to renew this Use Agreement beyond the Initial Term on a year-to-year basis for a period not to exceed twenty (20) years, provided a written request from the USER is received by the DISTRICT no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term and upon written approval of DISTRICT. The DISTRICT shall have the right to cancel this Use Agreement for any reason, after the Initial Term, upon thirty (30) days' written notice to USER.
10. Except as otherwise stated in this Use Agreement, this Use Agreement can only be cancelled by USER as provided herein or terminated by DISTRICT for breach of any term or provision in this Use Agreement, provided, however, that a failure to perform any provision, covenant or condition of this Use Agreement shall not be deemed a breach if cured within thirty (30) days of written notice of breach. The DISTRICT shall notify USER, in writing, identifying the breach, and provide USER thirty (30) days to cure the breach.
11. Notices.
All notices herein that are to be given or that may be given by either party shall be in writing and shall be deemed to have been given three business days after deposit in the U.S. Mail addressed as follows:

To DISTRICT:

Mapping and Property Management Division
L.A. County Flood Control District
Department of Public Works
900 South Fremont Avenue, 10th Floor
Alhambra, CA 91803-1331
(tel.: (626) 458-7065 or (626) 458-7072; fax (626) 289-3618) for Emergencies,
contact (626) 458-HELP (4357)

To USER:

Superintendent
Valley Region Operations
Department of Recreation and Parks
6336 Woodley Avenue
Van Nuys, CA 91406
(818) 368-8343 or (818) 756-8060; fax (818) 908-9786

Superintendent
Planning and Development
Department of Recreation and Parks
1200 W. 7th Street, 7th Floor
Los Angeles, CA 90017
(213) 928-9191; fax (213) 928-9180)

Office of the City Attorney
Real Property Division
200 No. Main Street, Room 701
Los Angeles, CA 90012
(213) 978-8120; fax (213) 978-8090

M:/RP-E/K.RYAN/USE AGREEMENT/CP GREENWAY 03.12.08

ACKNOWLEDGEMENTS

IN WITNESS WHEREOF, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, by order of its Board of Supervisors, as caused the Use Agreement to be subscribed by the Chair of the Board and the seal of the DISTRICT to be affixed hereto and attested by its executive Officer of the Board of Supervisors, and the USER has hereunto subscribed its name, the date and year first above written.

USER:
CITY OF LOS ANGELES
a municipal corporation

By *[Signature]*
General Manager, Rec. and Parks

3/27/08
Date

Approved as to Form:
ROCKARD J. DELGADILLO
City Attorney

[Signature]
Deputy City Attorney

3/26/08
Date



DISTRICT:

LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT, a body corporate and politic

By *[Signature]*
CHAIR, BOARD OF SUPERVISORS

ATTEST:

Sachi A. Hamai, Executive Officer
of the Board of Supervisors of the County of Los Angeles

By: *[Signature]*
Deputy

Approved as to Form:
RAYMOND G. FORTNER, JR.
County Counsel

By *[Signature]*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

54 MAY 06 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By *[Signature]*
Deputy

76548

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring the Chair's signature.

The undersigned hereby certifies that on this 6th day of MAY 2008, the facsimile signature of Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



(LACFCD-SEAL)

SACHI A. HAMAL, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By [Signature]
Deputy

76548

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF LOS ANGELES }

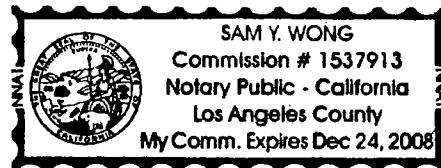
On March 27, 2008 before me, Sam Y. Wong, Notary Public personally appeared,
Regina Louise Adams

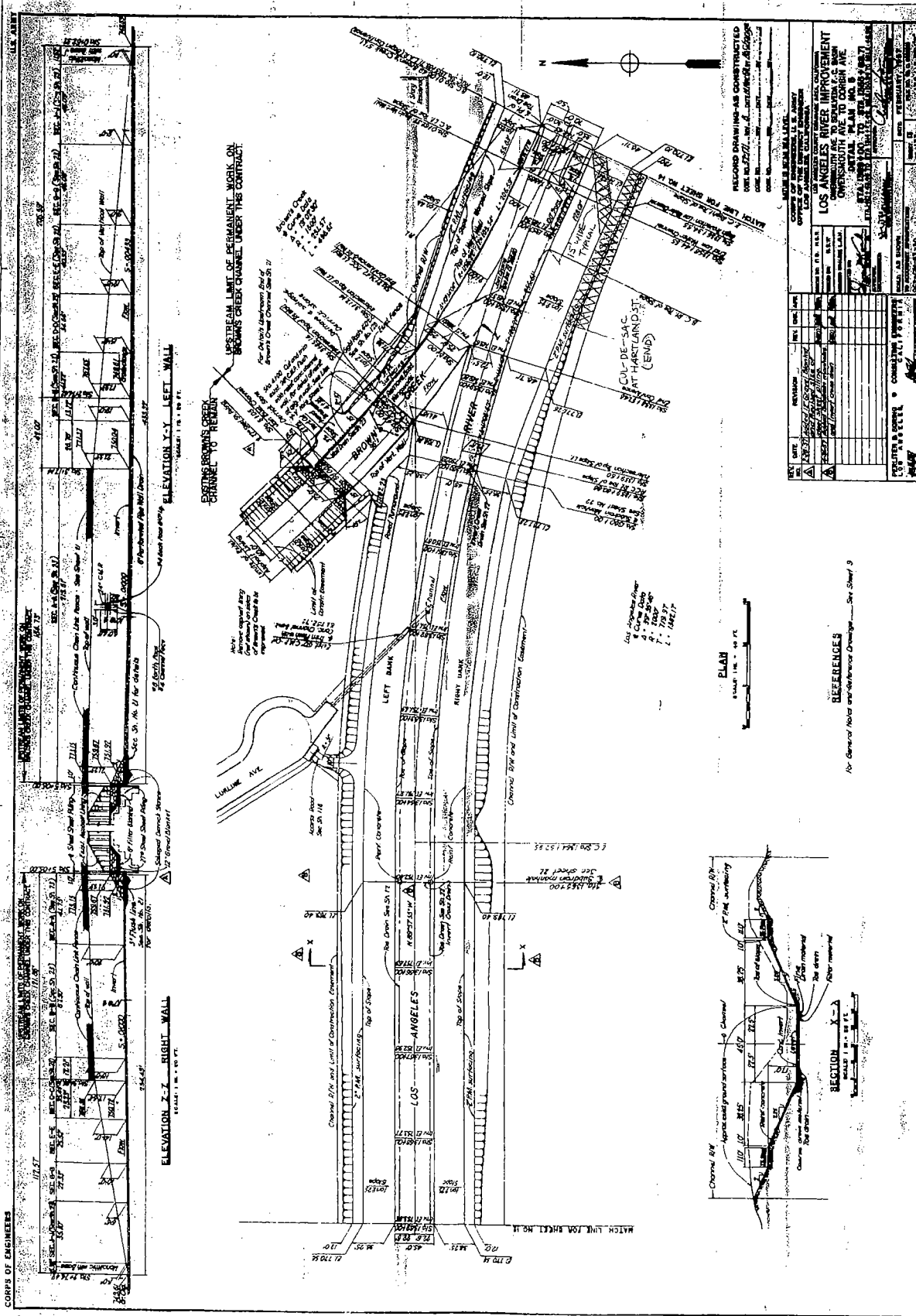
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

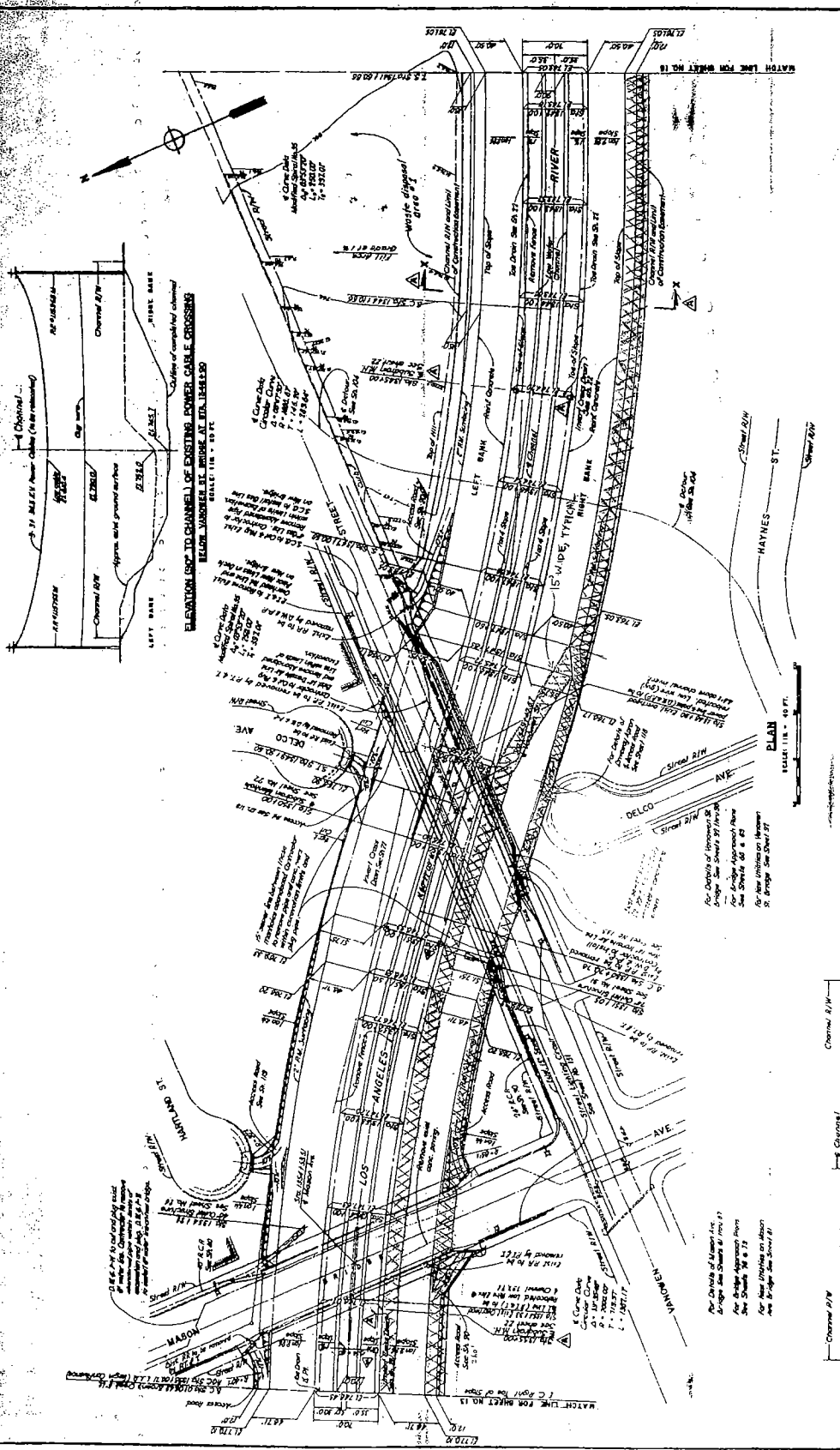
WITNESS my hand and official seal.

Signature Sam Y. Wong





MASON/VANALDEN GREENWAY
 APPROX. 250,000 SF
 XXXX = PREMISES EXHIBIT A Pg. 1/9



DATE		REVISION		SHEET NO.		SHEET TOTAL	
10/1/50	10/1/50	1	1	1	1	1	1

LOS ANGELES RIVER IMPROVEMENT
CONSTRUCTION OF THE RIVER CHANNEL
STATIONING 10+00 TO 10+100
PLAN NO. 1000

RECORD DRAWING AS CONSTRUCTED
CONTRACT NO. 1000-1000-1000
DATE: 10/1/50
BY: [Signature]

REFERENCES

For General Notes and Reference Drawings See Sheet 9

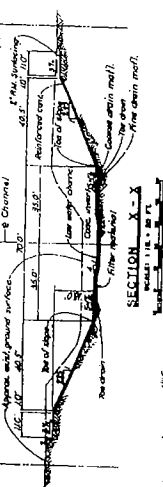
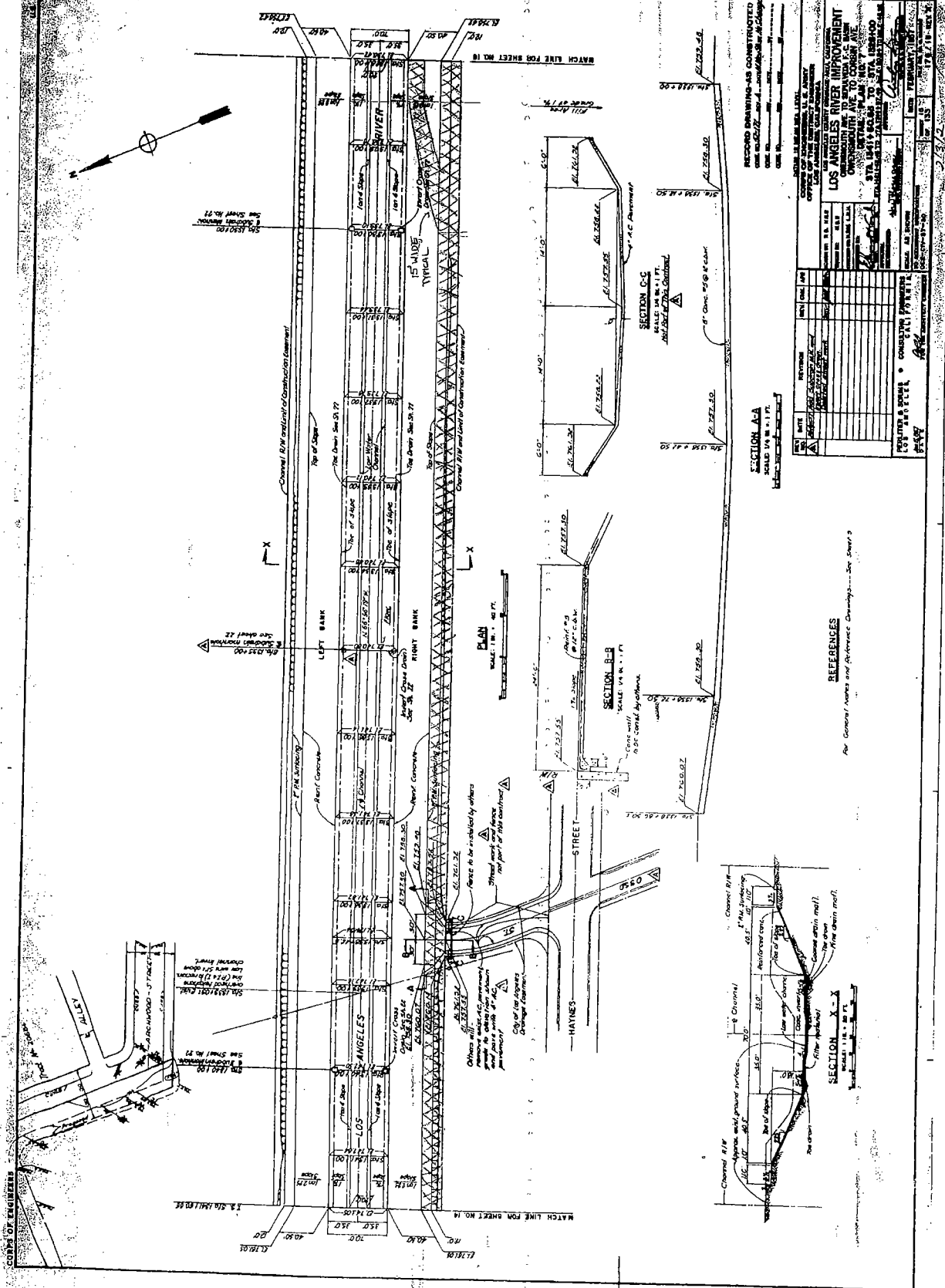
NO.	DESCRIPTION
1	General Notes
2	Reference Drawings

SECTION X-X

SECTION X-X is a cross-section of the river channel, showing the channel bed, the river banks, and the surrounding infrastructure. The section is labeled with stationing and elevation data.

SECTION Y-Y

SECTION Y-Y is another cross-section of the river channel, showing the channel bed, the river banks, and the surrounding infrastructure. The section is labeled with stationing and elevation data.



SECTION A-A
SCALE 1/4" = 1'-0"

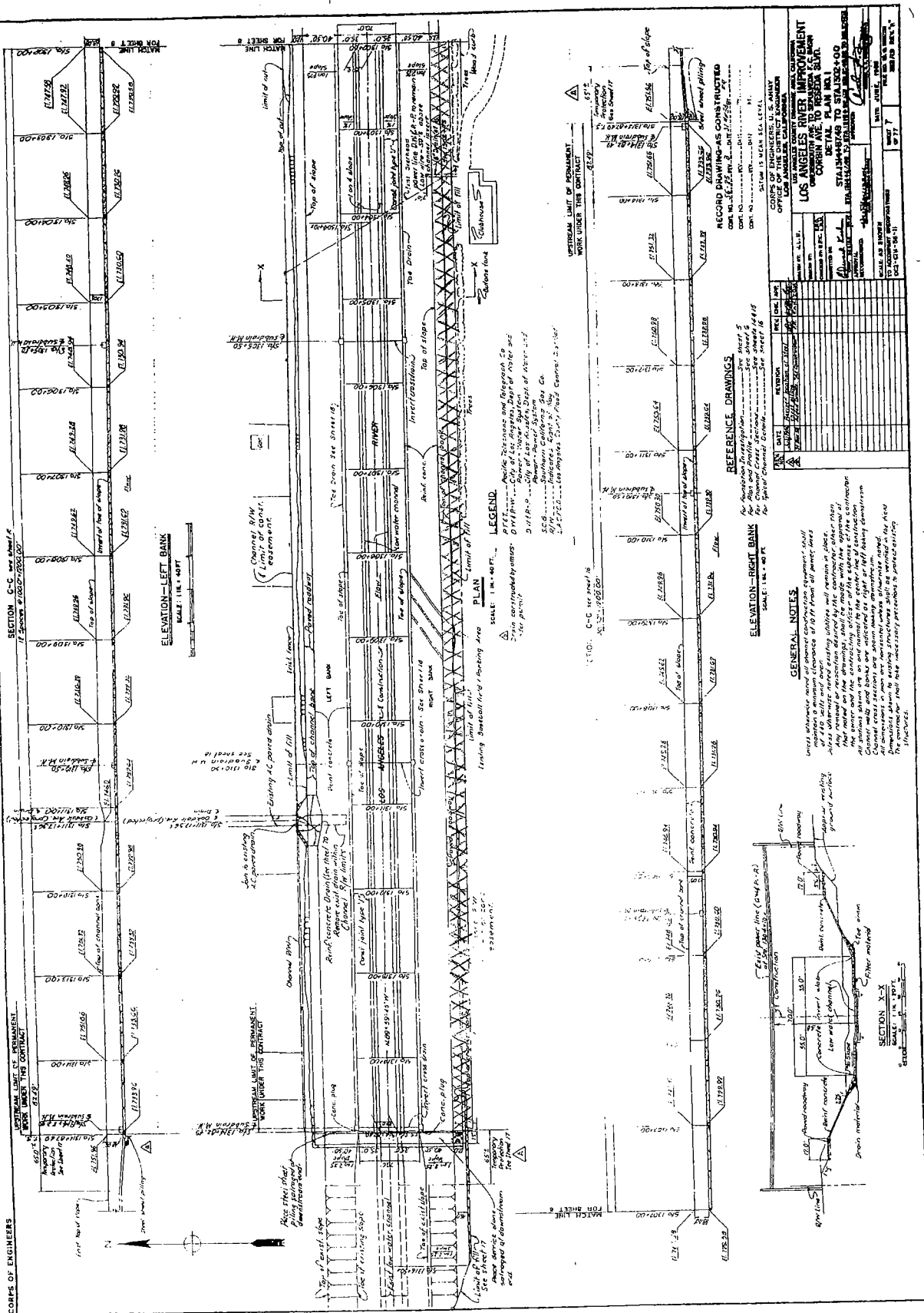
SECTION B-B
SCALE 1/4" = 1'-0"

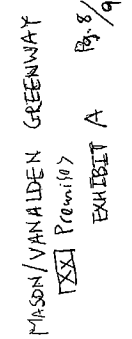
SECTION C-C
SCALE 1/4" = 1'-0"

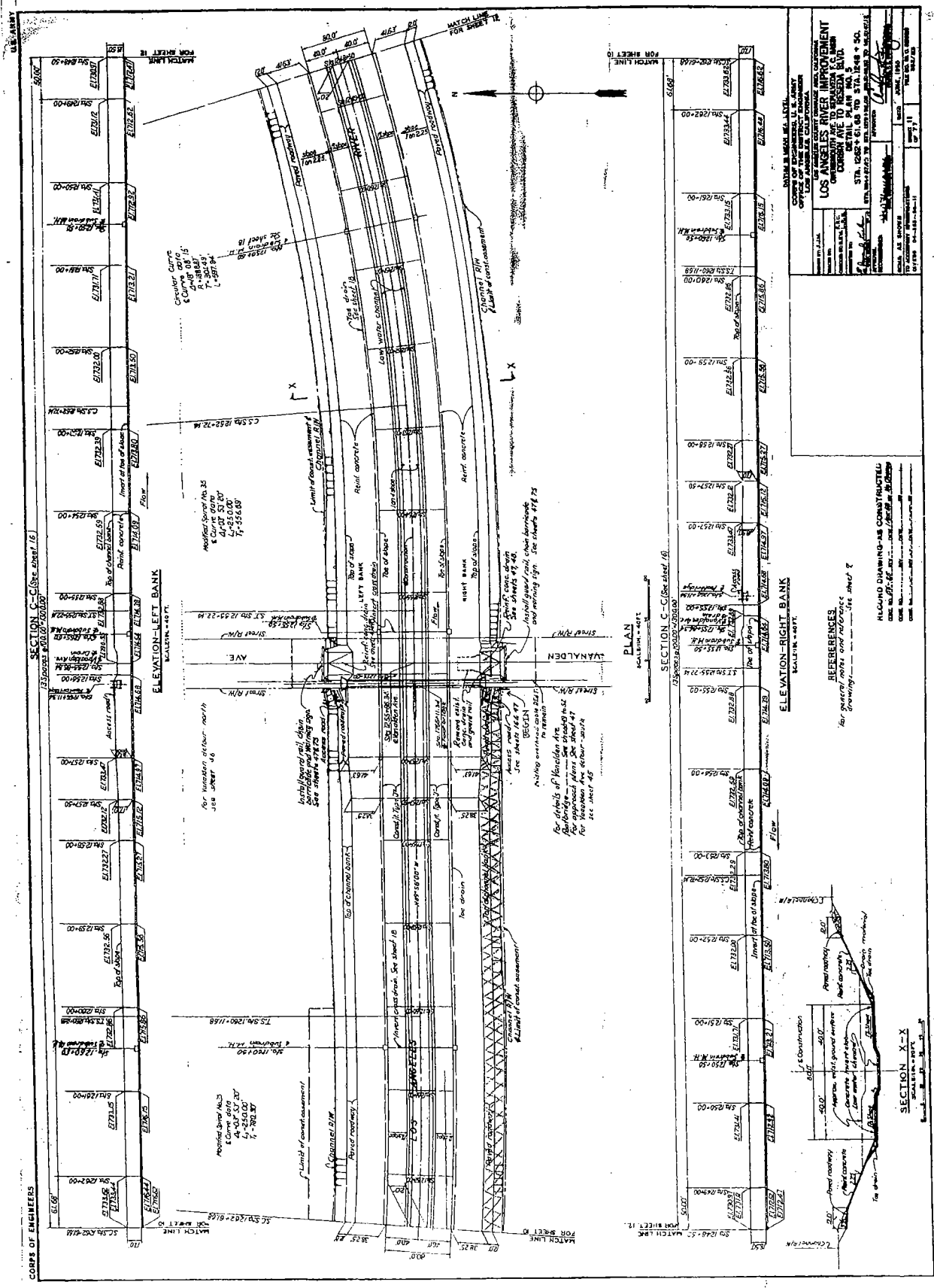
REFERENCES

For General Notes and Reference Drawings—See Sheet 2

<p>RECORD DRAWING—AS CONSTRUCTED</p> <p>DATE: 10/1/22</p> <p>BY: J. M. [Signature]</p> <p>CHECKED: [Signature]</p>		<p>LOS ANGELES RIVER IMPROVEMENT</p> <p>CONSTRUCTION BY: [Signature]</p> <p>DESIGNED BY: [Signature]</p> <p>STATIONING: 10+00 TO 15+00</p>	
<p>DATE: 10/1/22</p> <p>BY: J. M. [Signature]</p> <p>CHECKED: [Signature]</p>		<p>DATE: 10/1/22</p> <p>BY: J. M. [Signature]</p> <p>CHECKED: [Signature]</p>	







MASON/VANALDEN GREENWAY
 EXHIBIT A Pg. 9/9